

STATE OF NEW HAMPSHIRE

*Unit comprised of  
Custodial in Supervisory Union  
(Seacoast)*

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

INTERNATIONAL FEDERATION OF  
LABOR UNIONS

Petitioner:

and

N. H. PUBLIC EMPLOYEES COUNCIL:  
AFSCME, AFL-CIO

Intervenor:

and

SUPERVISORY UNION NO. 21,  
HAMPTON, NEW HAMPSHIRE

Public Employer:

CASE NO. M-0514 & A-0440

DECISION NO. 780034

APPEARANCES

Representing the Petitioner, International Federation of Labor Unions:

Charles B. Young, Representative did not appear.

Representing the Intervenor, N. H. Public Employees, AFSCME:

William J. McDonough, Executive Director  
Roland Belhemeur, Representative

For the Public Employer, Supervisory Union No. 21:

William B. Kingston, Metzler Associates  
Richard Hamilton, Ed. D., Superintendent

BACKGROUND

On March 9, 1978, the International Federation of Labor Unions, 822 Lafayette Road, Hampton, New Hampshire, filed a petition for certification through the election process for a proposed unit of twenty-six (26) custodial and maintenance personnel from Supervisory Union No. 21. S. U. 21 is composed of the towns of Hampton, North Hampton, South Hampton, Hampton Falls, Seabrook and Winnacunnet High School.

New Hampshire Public Employees Council of the American Federation of State, County and Municipal Employees (AFSCME), an affiliate of AFL-CIO, filed as an intervenor on March 22, 1978 with the sufficient 20 percent showing of interest by individual signature cards from employees of S. U. 21.

Superintendent Richard Hamilton filed exceptions to the proposed unit on the basis that each district functioned as a separate entity within the supervisory union and no one school had ten or more employees classified as custodial, matrons, or maintenance personnel. He further objected to the inclusion of supervisory personnel; namely, head custodians.

Hearing on the proposed unit was held on May 31, 1978 in the Board's office in Concord.

Evidence was presented by the representative for the Public Employer, William Kingston, on the custodial wage percentage increases by districts for the 74-75, 75-76, 76-77, 77-78 and 78-79 school years, along with a list of the custodians and matrons employed by the Supervisory Union.

Arguments were heard from the representative from AFSCME, William McDonough, on the history of the legislation and its intent and their position as intervenor on the composition of the custodian and maintenance personnel unit. The petitioner was not represented at the hearing.

#### FINDINGS OF FACT

1. All custodial employees are paid through the Supervisory Union Office.
2. Superintendent of S. U. 21 does all the hiring of custodial employees for the six districts.
3. Teachers in S. U. 21 are all covered under one agreement by and between the Seacoast Education Association and Supervisory Union 21 School Boards composed of the six districts, Hampton, North Hampton, South Hampton, Hampton Falls, Seabrook and Winnacunnet High School, same as the proposed custodial unit.
- 4a. The Seacoast Education Association was recognized as the exclusive representative for S. U. 21 on December 7, 1976 in accordance with the Recognition Clause, Article I, of the agreement between the Association and S. U. 21 School Boards entered into February 18, 1973 and expiring June 30, 1976. Seacoast Education Association at that time included the districts of New Castle and Rye in addition to the six districts now covered in the current agreement.
- 4b. The Public Employer, Supervisory Union No. 21, has established a pattern of bargaining historically with one unit for the teachers and have voluntarily chosen this route.
- 4c. Testimony further disclosed that the separate school boards in the union have delegated certain responsibilities to the superintendent that would indicate that one bargaining unit concept for the supervisory union has worked well in the case of the teachers. To now depart from this philosophy of negotiations would tend to negate an existing patterned concept of labor relations.
5. Although the S. U. 21 and the Association's contract no longer includes New Castle and Rye, recognition has not been modified to exclude these

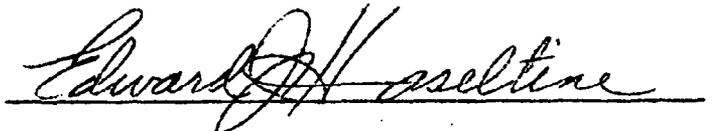
districts from the unit.

6. In most personnel problems with custodial employees, there is recourse to the Superintendent.
7. Each district in the S. U. is a sovereign in itself and must appropriate its own money.
8. The districts do operate separately with their custodial and non-certified staff in terms of managing and directing the daily operations but an overall responsibility to the S. U. Superintendent.
9. There are significant differences in wages between the districts.
10. The separate districts would not meet the minimum requirement of ten (10) employees in a single district in accordance with RSA 273-A:8, I(d).
11. Each separate district within the Supervisory Union is responsible for money matters only and appear to have delegated labor relation matters to the superintendent.

DECISION AND ORDER

After careful consideration of all the oral and written evidence before the Board, PELRB finds, as follows:

- (A) A bargaining unit is created composed of all matrons and custodians within the Supervisory Union, No. 21.
- (B) Head custodian in each district is excluded from the bargaining unit as supervisory employee.



EDWARD J. HASELTINE, CHAIRMAN  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 18th day of August, 1978